

WECF – GA000#

The WindsorEssex Community Foundation (WECF) is pleased to award a Municipal Legacy Grant to the Corporation of the Town of Tecumseh on behalf of the WindsorEssex Community Foundation in celebration of the Foundation's 40th Anniversary.

1. GRANT DETAILS

1.1 Grant Recipient Municipality:

Name: Corporation of the Town of Tecumseh

Address: 917 Lesperance Road, Tecumseh, ON N8N 1W9

CRA Registration: Municipality

1.2 Project Details:

Name of Approved Project: Chief Tecumseh Carving + Garden

Project Details:

The project concept is a wood carving of a tree that is located on the shore of Lake St. Clair in Lakewood Park north. This tree is in decline, and the Town of Tecumseh proposes a carving similar in fashion to the existing carving located closer to the pavilion in that same park. It is intended that the carving would reflect an image of Shawnee Warrior Chief Tecumseh, for whom we are named. Additional amenities such as seating and artistic expression in the form of a plaque or garden are also welcome.

Vital Signs Issue Area: Belonging & Leadership and Arts & Culture

1.3 Total Grant Value: \$15,000.00

Value of Grant: \$15,000.00

"The funding of \$15,000.00 will be used to support the Chief Tecumseh Carving + Garden."

The WECF will provide an initial contribution of \$15,000 to The Corporation of the Town of Tecumseh, with the understanding that the project may expand through additional amenities as described above, should additional funding be secured. In the event that additional funding is to be provided, the WECF will inform The Corporation of the Town of Tecumseh directly and an addendum to this agreement will be provided.

This agreement governs the grant for the project as described in the proposal, as well as the relationship between the WindsorEssex Community Foundation and the Corporation of the Town of Tecumseh ('the Grantee').

To acknowledge this Agreement in its entirety and accept the grant for the project on behalf of the Grantee, please sign on the last page.

2. DATE EFFECTIVE

This agreement is effective from the date of signing until December 31, 2023.

3. PURPOSE OF THE GRANT

Grants given under the WindsorEssex Community Foundation 40th Anniversary Municipal Legacy Grant are in celebration of the WECF's 40th Anniversary and for project that will make a legacy within our community. These legacy projects address the following:

- A Vital Sign Issue area
- Invest in lasting change
- Touch many lives within our diverse community
- Reflect who we are as the people of Windsor-Essex County
- Value our sense of place and culture
- Honor both our local history and our future as it unfolds.

This grant is to be used only for the purpose described here and in accordance with the activities, outcomes, budget, and financial information provided in the approved project's proposal – [Chief Tecumseh Carving + Garden]

4. ROLES & RESPONSIBILITIES

4.1 The WindsorEssex Community Foundation

Financial Responsibilities

The WindsorEssex Community Foundation will issue the total grant value of \$15,000.00 in one payment upon receipt of a signed grant agreement.

Availability for Questions

The WindsorEssex Community Foundation will be available to respond to any questions or concerns related to this grant.

4.2 Grant Recipient

The Grant Recipient will be responsible for spending the grant and delivering the project as described in the approved proposal for funding. The Grant Recipient agrees to the following responsibilities:

Financial Responsibilities

In keeping with the purpose and expectations associated with this grant:

- a. The Grant Recipient is responsible for the expenditure of funds on eligible expenditures and for maintaining adequate supporting records consistent with generally accepted accounting practices.
- b. The Grant Recipient is responsible for notifying the WindsorEssex Community Foundation in a timely manner if:
 - i. There is a significant variance in any budget line (over 20%)
 - ii. There is any reason to believe that the project may not achieve the objectives declared in the proposal
 - iii. There is reason to believe that funds cannot be spent by June 30, 2023.
- c. Where the success of the project is jeopardized, the WindsorEssex Community Foundation may rescind this Agreement and require repayment of the amount paid.

Expenditures

The Grant Recipient agrees to spend the grant only on eligible expenditures. Eligible expenditures include relevant and reasonable expenditures required to accomplish the approved project.

Expenditures will be ineligible if they have been incurred before the signing of this Agreement. Additional ineligible expenditures include any other expenditure that goes beyond the spirit of the grant, which include, but are not limited to:

- Purchase of alcoholic beverages or liquor permits;
- Purchase of any illegal substances;
- Gifts, payments for recognition, or prizes;
- Any legal fees, including traffic fines and penalties;
- Project expenditures that have been funded by any federal institutions.

5. ACKNOWLEDGEMENT AND COMMUNICATIONS

5.1 Acknowledgement

The Grant Recipient agrees to adhere to the WECF 40th Anniversary Municipal Legacy Project Acknowledgement Guidelines (provided with this agreement), when communicating to the public about the WECF 40th Anniversary Municipal Legacy Project. Public communications include any signage, web content, press releases, or other written or verbal remarks.

The WindsorEssex Community Foundation will contact the Grant Recipient in the event of any additional requirements or expectations related to acknowledgement.

5.2 Public Communication / Event

The Grant Recipient will work with the WindsorEssex Community Foundation in the event of official news released related to the announcement of funding. As well as the Grant Recipient will work with the Foundation to coordinate a public event to celebrate the project to be held by December 2023.

5.3 Social Media

To help share success stories associated with the Fund, Grantees that have social media presence are asked to use the hashtag #WECommunitySupportingCommunity #40yearsofInspiration, #CommunitySupportingCommunity #InspiringPhilanthropy and to follow:

Twitter

@WECFoundation

Facebook

<https://www.facebook.com/WECFoundation/>

LinkedIn

WindsorEssex Community Foundation

Instagram

WECFoundation

5.4 Official Language of Canada (English and French)

The Grant Recipient will assess whether their project will affect members of one or both of Canada's official language communities. If the funded project will affect members of only one official language community, project-related communications may be conducted in only one language. In cases where the grant recipient's project will affect members of both official language communities, all project-related communications must be made available in both official languages. Communications mean all written and verbal communications.

6. REPORTING

Grant Recipients will be required to complete two reports:

Interim Report

Due July 14, 2023, the interim report will provide an update on project activities to date including:

- i. Progress update and next steps
- ii. Any changes that have been made to the project
- iii. How has the WindsorEssex Community Foundation been acknowledged thus far

Final Report

Due January 30, 2024, the Final Report will provide an update on project activities to date, including:

- i. The full project description and impact in the community
- ii. Any changes that were made to the project over time
- iii. A photo of the project activities
- iv. A story of legacy for the community
- v. Number of community members engaged

The WindsorEssex Community Foundation will contact the Grant Recipient with any additional reporting or acknowledgement requirements.

7. TIMELINE

January 2023 – Grant Agreements to be signed by Grant Recipient and Returned to the Foundation

February 2023 – WindsorEssex Community Foundation will issue funding

June 30, 2023 – Funding needs to be spent by June 30, 2023

July 14, 2023- Interim Report Due to the WindsorEssex Community Foundation

November 14, 2023 – WindsorEssex Community Foundation Annual Meeting

January 2023 to December 2023 - A public announcement event is to take place announcing funded project

January 30, 2024 – Final Report Due

8. DEFAULT AND REMEDIES

If, for whatever reason, the Grant Recipient cannot fulfill the responsibilities associated with this grant, the Grant Recipient will notify the WindsorEssex Community Foundation as soon as possible. Where there is or is likely to be a default under this Agreement, the Parties may rescind this Agreement.

8.1 Definition of a “default”

A default could be constituted by one of the following cases:

- a. the Grant Recipient declares bankruptcy, insolvency or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
- b. the Grant Recipient is no longer a qualified donee in good standing with the CRA;
- c. the Grant Recipient no longer intends to deliver the funded project;
- d. the Grant Recipient has made a false or misleading statement or representation in respect of any matter related to this Agreement; or
- e. an element of this AGREEMENT has not been respected.

8.2 Remedies

In the case of a default, the Grant Recipient and the WindsorEssex Community Foundation will work together to identify a pathway forward that meets the needs of the community and fulfills the goals of the WECF's 40th Anniversary Celebration. Depending on the timing of the default and local circumstances, possible outcome may include

- a. Agreement on partial fulfillment of responsibilities (for ex., the Grant Recipient partially delivers project, and returns the remainder of the grant)
- b. Termination of this agreement, cancellation of payment, and / or requirement that the Grant Recipient repays the WindsorEssex Community Foundation some or all the grant.

8.3 Advance Notice in Case of a Default

The WindsorEssex Community Foundation will not terminate this Agreement unless they have served written notice to the Grant Recipient of the default; the Grant Recipient will have thirty (30) days from the date of receipt of the written notice to remedy the default. If at the end of the thirty (30) day period, the Grant Recipient has not remedied the default, this Agreement will be terminated. The Grant Recipient will be reimbursed for any eligible costs incurred to the effective date of termination.

9. CONDITIONS AND LEGAL PROVISIONS

9.1 Full Responsibility and Indemnification

The Grant Recipient takes full responsibility for all proceedings and activities undertaken in relation to the project governed by this Agreement, including all matters related to liability. The Grant Recipient shall indemnify and save harmless the WindsorEssex Community Foundation, from all claims, actions and other proceedings that are related in any way to the funded project.

9.2 Audit and Oversight

The Grant Recipient agrees to provide any information requested about the project to the WindsorEssex Community Foundation at any time during the term of the agreement and for up to six (6) years after the end of the Agreement. This may include giving access to the business premises and business site of the Grant Recipient for the purpose of an audit. To that end, the Grant Recipient is required to keep all records, information, reports, and all other documentation related to the project for a period of six (6) years from the termination of this agreement.

9.3 Continuance of Laws and Guidelines

The Grant Recipient shall ensure that all activities and objectives related to the funded project comply with all federal, provincial / territorial, and municipal laws and regulations, as well as related laws or guidelines with respect to environmental matters.

9.4 Dispute Resolution

In the event of a dispute arising under the terms of this Agreement, the WindsorEssex Community Foundation and the Grant Recipient agrees to make a good faith attempt to settle the dispute.

WINDSORSESSEX COMMUNITY FOUNDATION
40TH ANNIVERSARY MUNICIPAL LEGACY GRANT
GRANT AGREEMENT



WECF – GA000#

By signing this Agreement, we hereby acknowledge receipt of a grant in the amount of \$15,000.00 to the Corporation of the Town of Tecumseh on behalf of the WindsorEssex Community Foundation in celebration of the Foundation’s 40th Anniversary to support the [Please Add Proposed Project Name Here]. The funding will be used over the span of a year to help support the creation of a wood carving of a tree that is located on the shore of Lake St. Clair in Lakewood Park north, which is intended to reflect an image of Shawnee Warrior Chief Tecumseh. Additional amenities such as seating and artistic expression in the form of a plaque or garden are also welcome.

We understand that the funding in the amount of \$15,000.00 received by the WindsorEssex Community Foundation needs to be spent by June 30, 2023, and the agreement between the Foundation and the Corporation of the Town of Tecumseh can be amended as needed upon the agreement from both parties.

We have read and understood the terms of this Agreement, and we agree to the terms and conditions outlined here within. We certify that we are a registered charity in good standing with Canada Revenue Agency (CRA).

Our organization is a charity registered with Canada Revenue Agency

THE CORPORATION OF THE TOWN OF TECUMSEH

Name of Municipality

MUNICIPALITY

Charitable Registration Number

The Corporation of the Town of Tecumseh
Name of Municipality (Grantee)

Margaret Misk-Evans

Chief Administrative Officer

Signature of Margaret Misk-Evans

Date (03/29/2023)

IMPORTANT!

If this project is being funded through an intermediary organization,
The intermediary organization must sign the grant agreement.

This form must be completed before the Foundation can award you any funds.
This form serves as our receipt. You do NOT need to provide a charitable tax receipt.

Please return this signed original to the Foundation and keep a copy for your records.